is only the unavoidable delay of slow moving courts which prevents such redress. Hence it is submitted that allowance should be made for such delay by way of interest. But where the damages are both indefinite and to a large extent for losses to be suffered in the future, as in personal injury actions, separate allowance for interest should not be made, but the jury in making the general award of damages should be allowed to consider the delay in payment. See (1920) 29 YALE LAW JOURNAL, 472. The present case, denying interest to the contractor, who must pay interest to his subcontractors, while at the same time the defendants were receiving rents and profits from their apartment house, seems unjustified.

EQUITY—DEEDS—REFORMATION OF A VOLUNTARY CONVEYANCE.—The plaintiffs, heirs-at-law of one Gowan, brought a suit for the partition of a lot occupied by the defendants, devisees of the grantee of the land from Gowan. The words of inheritance necessary to pass a fee in that jurisdiction had been omitted from the deed by mistake of the scrivener. The consideration recited in the deed was love and affection and five dollars. The defendants prayed for the reformation of the instrument to include the necessary words of inheritance. The lower court held that equity would not reform a voluntary conveyance. *Held,* that there was sufficient consideration to take the deed from the voluntary class, with a *dictum* that equity as between the parties or their privies will reform a scrivener's mistake even in a voluntary deed. *Lawrence v. Clark* (1920, S. C.) 104 S. E. 330.

The weight of authority appears to be contrary to the dictum in the principal case. *Smith v. Smith* (1906) 80 Ark. 458, 97 S. W. 439; see note, 10 Ann. Cas. 523; *Browne v. Gorman* (1919, Tex. Civ. App.) 208 S. W. 385. The "peppercorn" theory of consideration seemed to prevail in these cases, but love and affection alone seems not to justify reformation. *Triesback v. Tyler* (1911) 62 Fla. 580, 56 So. 947; *Peters v. Priest* (1918) 134 Ark. 161, 203 S. W. 1042. Yet love and affection and one dollar recited as consideration in a deed has supported such a bill. *Mason v. Moulden* (1877) 58 Ind. 1. Also where special services have been rendered by a grantee to a grantor, members of the same family, whether with a prior understanding to convey or not, reformation of the deed has been granted. *Finch v. Green* (1907) 225 Ill. 304, 80 N. E. 318. In certain cases meritorious consideration, such as the moral duty of the grantor to support the grantee, has enlisted the aid of equity in behalf of the grantee for reforming the instrument. *Partridge v. Partridge* (1909) 220 Mo. 321, 119 S. W. 415; *Huss v. Morris* (1869) 63 Pa. 367; see 23 R. C. L. 346. But equity will not interfere where the claims of the parties are equally meritorious. *Hout v. Hout* (1870) 20 Ohio, 119; *Willey v. Hodge* (1899) 104 Wis. 81, 80 N. W. 75. The cases show a tendency to carry out after his death the intention of the grantor. Some courts have searched diligently for a consideration as in the cases *supra.* Others as in the principal case have held flatly that a volunteer can have reformation of a deed as against the heirs-at-law of the grantor. *Spencer v. Spencer* (1917) 115 Miss. 71, 75 S. 770; *McCabe v. O'Connor* (1920, S. D.) 176 N. W. 43. The person intended by the grantor should have the gift rather than he who takes by a windfall. See Pound, *Consideration in Equity* (1918) 13 ILL. L. REV. 667, 676. But logically there seems to be no reason for equity disturbing the legal title where neither party has given anything for it and the equities are balanced.

EVIDENCE—CONFESSIONS—ADMISSIBILITY WHEN ELICITED BY ADVICE TO TELL THE TRUTH.—While under arrest, the defendant was told by an officer that "he better make sure of it and tell the truth." The defendant then confessed. The lower court admitted this confession, but it was subsequently stricken out and the jury was instructed to disregard it. The defendant moved for a new

trial after a conviction of murder, partly on the ground that the admission of the confession was prejudicial error which the subsequent ruling and instruction could not cure. *Held,* that the judgment should be affirmed, the confession being admissible and erroneously stricken out. *People v. Foster* (1920, Mich.) 179 N. W. 295.

It has been said that the privilege against self-crimination is the basis for excluding confessions under certain circumstances. See *Bram v. United States* (1897) 168 U. S. 532, 543, 18 Sup. Ct. 183, 187; 18 L. R. A. (N. S.) 772; 50 L. R. A. (N. S.) 1077. But the true reason for exclusion, supported by the weight of modern authority, is that the confession is testimonially untrustworthy. 1 Wigmore, *Evidence* (1904) secs. 822, 823; 1 R. C. L. 552. The confusion of authority seems due to the variety of the tests employed. The customary expression that only voluntary confessions are admissible would seem only to lead to the further inquiry of what is meant by "voluntary" in this sense. 2 Chamberlayne, *Evidence* (1911) sec. 1479. Courts usually exclude confessions induced by a threat or a promise, by fear or hope, and the like. *Robertson v. State* (1917) 81 Tex. Cr. App. 378, 195 S. W. 602; *People v. Brockett* (1917) 195 Mich. 169, 161 N. W. 991. It would seem that such tests are serviceable, but that the courts, in applying them, should not lose sight of the true reason for exclusion. And, on principle, the correct test seems to be: "was the inducement sufficient, by possibility, to elicit an untrue acknowledgment of guilt?" Wigmore, *op. cit.,* secs. 824, 825, 826; see *Wilson v. State* (1917) 19 Ga. App. 759, 766, 92 S. E. 309, 312. Since testimonial untrustworthiness is the real basis for exclusion, it would seem that *a fortiori* a confession elicited by advice to tell the truth should be admissible. *State v. Williams* (1911) 129 La. 215, 55 So. 769, Ann. Cas. 1913 B, 302, note. And it should be admissible even though the advice is given by an officer after arrest. *Roszczyniala v. State* (1905) 125 Wis. 414, 104 N. W. 113; *Huffman v. State* (1901) 130 Ala. 89, 30 So. 394; *contra, Regina v. Doherty* (1874) 13 Cox C. C. 23. It should only be excluded if the circumstances show that the defendant was induced, not to tell the truth, but to tell such a story as the authorities would accept, and thereby to make a false confession. Chamberlayne, *op. cit.* sec. 1519; Wigmore, *op. cit.* sec. 832. Each case obviously must be decided on its own facts, but the decision in the instant case seems clearly sound.

MORTGAGES—STATUTE OF FRAUDS—PAROL AGREEMENT TO EXTEND THE TIME OF REDEMPTION.—The purchaser of mortgaged premises at a foreclosure sale agreed orally with the mortgagor prior to the expiration of the statutory period to extend the time of redemption. The latter remained in possession and made several payments. Shortly before the end of the statutory period he executed a second mortgage for almost the amount due on the first, but did not redeem. The purchaser procured a sheriff's deed, but did not attempt to enter until three years later. During this time the mortgagor continued in possession and made payments in addition to the rent. *Held,* that the payments and the execution of the second mortgage were sufficient part performance to take the agreement out of the operation of the statute of frauds. *Coates v. Dortch* (1920, Ark.) 224 S. W. 721.

Where part performance is relied on to take an oral contract for the sale of land out of the statute of frauds, an unequivocal act is required. Payment of even the entire consideration is generally held not sufficient. See 5 Pomeroy, *Equitable Remedies* (2d ed. 1919) sec. 2246. Nor is continuance in possession sufficient unless accompanied by an act explicable only on the basis of a new contract. *Wills v. Stradling* (1797, Ch.) 3 Ves. Jr. 378. Even in those jurisdictions where relief is given on the theory of equitable estoppel, an unequivocal act is required in addition. *Lechenger v. Merchants' National Bank* (1906, Tex. Civ. App.) 96 S. W. 638. Measured by this test, the instant agreement is